



Bond# BBC055403

**Payment Bond
Lease Construction**Facility Name CLINTON - MAIN POST OFFICE (241462-002)
CLINTON MA 01510-9998

Contract Date

9/8/00

Contract Number

001

Principal (Legal Name and business address)

Lincoln D. Realty Corporation

176 Church Street, Clinton, MA 01510

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL☐ PARTNERSHIP☐ JOINT VENTURE☒ CORPORATION

STATE OF INCORPORATION: _____

Surety(ies) (Name and business address)

Hartleysville Worcester Insurance Company

120 Front Street, Suite 500, Worcester, MA 01608-1408

Penal Sum of Bond: (Penal Sum Calculation: If the required penal amount of the Performance Bond is not more than \$1,000,000 the Labor and Material Payment Bond shall be in a penal amount which is 50% of the penal amount of the Performance Bond.

If the required amount of the Performance Bond is more than \$1,000,000 but not more than \$5,000,000, the Labor and Material Payment Bond shall be in the penal amount which is 40% of the penal amount of the Performance Bond.

If the required penal amount of the Performance Bond is more than \$5,000,000, the Labor and Material Payment Bond shall be in the penal amount of \$2,500,000.)

We the Principal and Surety(ies) are firmly bound to the United States Postal Service (the Postal Service) in the above penal sum for the payment of which we bind ourselves, our heirs, our successors and assigns, jointly and severally: Provided that where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

The conditions of this obligation is that the Principal and the Postal Service entered into the contract identified above (the contract).

If the Principal promptly pays all persons supplying labor and material in the prosecution of the work provided for in the contract, and any and all duly authorized modifications of the contract notice of which the Surety(ies) hereby waives(s), then the above obligation shall be void.



Payment Bond Lease Construction

DATE EXECUTED: December 26, 2001

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature

Seal

Christopher Magliozzi, President
Name & Title (Typed)

Signature

Seal

Name & Title (Typed)

CORPORATE SURETY(IES)

SURETY A

Harleysville Worcester Insurance Company, 120 Front Street, STE 500, Worcester, MA 01608
Name & Address

Massachusetts,
State of Incorporation

\$10,189,000
Liability Limit

Signature

Seal

John P. Costa, Attorney-In-Fact
Name & Title (Typed)

SURETY B

Name & Address

State of Incorporation

Liability Limit

Signature

Seal

Name & Title (Typed)

SURETY C

Name & Address

State of Incorporation

Liability Limit

Signature

Seal

Name & Title (Typed)

B

Acc # 011014

ACCOUNT APPROVAL



Newport Sand & Gravel Co., Inc.
P.O. Box 1000
Newport, NH 03773

APPROVED BY: BPT INITIALS BPTDATE APPROVED: 5/30/2002DISCOUNT: ✓NO DISCOUNT: ✓Redi Rock 35,000.00

603 863-1000
fax 603 863-3680

CREDIT APPLICATION
CONFIDENTIAL

PLEASE TYPE OR PRINT

ACCT NAME Artec Construction Co Inc.TODAY'S DATE 5-28-02Mailing Address 2 POWDERMILL RDCORP ☒ TRUST ☐ PART ☐ LLC ☐City/Town & State BRANFORD, ME.01754Tel. # 978-877-3600Type of Business: Gen'l. Contr. ☒ Form Contr. ☐ Other (Specify) FAHFax 508-263-6329Years in Business: 12Fed ID # 04-3323980 Soc. Sec. # 04-3323980

PRINCIPALS

Name CHRISTOPHER MALLARZI

Name

Home Address 180 WALNUT ST

Home Address

City/Zip CLINTON, ME. 01710

City/Zip

Tel. # 978-793-1001

Tel. #

Soc. Sec. # 018-50-6443

Soc. Sec. #

BANK REFERENCES

Bank Name CLINTON SAVINGS BANKBank Name BANKING (SEE ATTACHED)Address CHURCH ST CLINTON, ME.

Address

Deposit Acct. # 717 000023

Deposit Acct. #

Loan Acct. # ?

Tel. # 978-365-3240

Loan Acct. #

Tel. #

DAVE HARTON LOAN OFFICER

COMMERCIAL REFERENCES (2 MUST BE LOCAL & ACTIVE)

- | | | |
|----------------------------------|--|----------------------------|
| 1. Name <u>MAKI CORP.</u> | Address <u>MASS AVE LUNenburg, ME.</u> | Tel. # <u>978-632-5354</u> |
| 2. Name <u>BRIDGE INDUSTRIES</u> | Address <u>MASS ST N. WATSON</u> | Tel. # <u>508-839-0800</u> |
| 3. Name <u>WHITNEY OIL</u> | Address <u>MAIN ST CLINTON</u> | Tel. # <u>978-365-2644</u> |
| 4. Name <u>CONNOLLY CORP.</u> | Address <u>HIGH ST CLINTON</u> | Tel. # <u>978-368-4813</u> |

Amount of Credit Requested \$ PER APPROVAL Annual Sales \$Initial Job Location(s) CLINTON, ME. POST OFFICE 240 HIGH ST.

I hereby certify that all statements accompanying and contained in this application are true and made for the purpose of obtaining credit, and in consideration of NEWPORT SAND & GRAVEL CO., INC./CARROLL CONCRETE CO. selling to me or my agent(s) I agree to the following terms:

1. To pay the account in full by 30 days from date of invoice.
2. To pay service charges for late payment computed at an annual percentage rate of 18% (1 1/2% per month).
3. If this account is placed for collection, I agree to pay all reasonable charges for collection including attorney's fees.
4. The undersigned authorize any credit investigation needed for action on this credit application and hereby indemnify the above company from any liability resulting from their credit survey. It is also acknowledged and agreed that accounts receivable information may be reported by the company to various consumer and commercial credit agencies.

EXECUTED AS A SEALED INSTRUMENT

Signed: [Signature] Title President Date 5-28-02

Signed: _____ Title _____ Date _____

(Signatures must be that of a principal. If joint ownership, all signatures are required.)

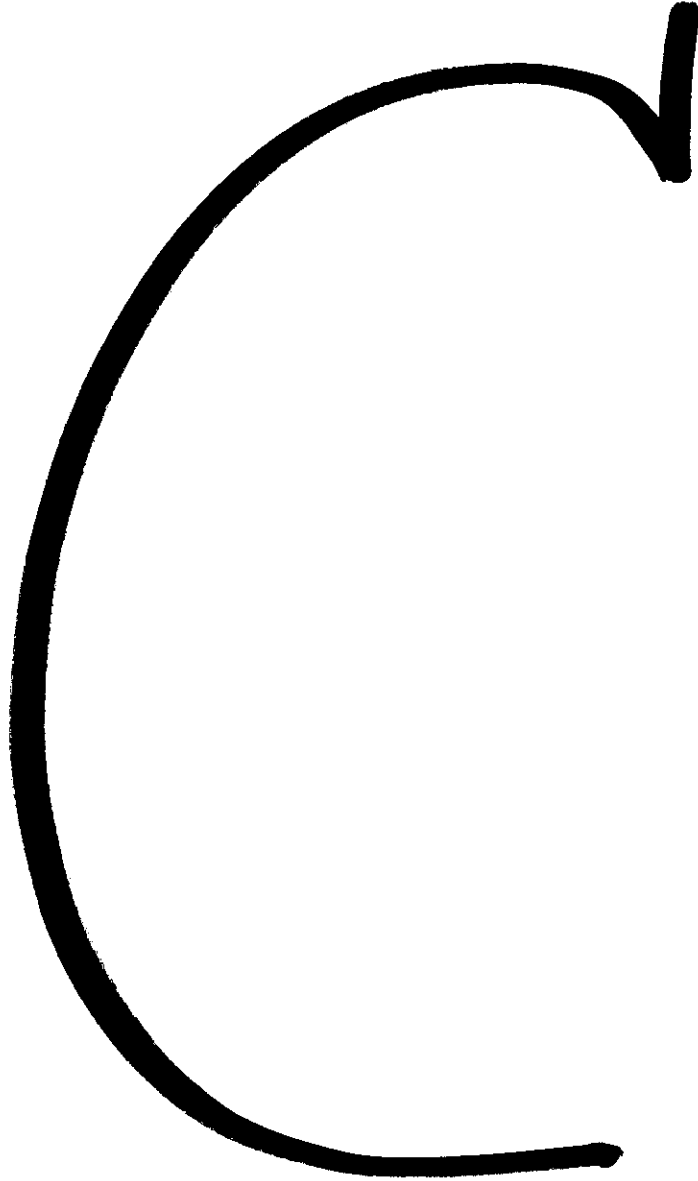
Personal Guarantee:

In consideration of credit advanced from time to time, I, the undersigned, do jointly and severally guarantee the full and prompt payment of all indebtedness then owed or contracted for by said Corporation, Company, Partnership or Trust.

Personally [Signature] Date 5-28-02

Personally _____ Date _____

Note: It may be necessary to request financial statements under certain circumstances.





Newport Sand & Gravel Co., Inc.
P.O. Box 1000
Newport, NH 03773

603 863-1000
fax 603 863-3660

Aztec Construction Co., Inc.
2 Powdermill Road
Maynard, MA 01754

May 1, 2003

Dear Chris,

Please find enclosed a copy of the MDG Solutions engineering study which shows that the 5/8ths inch J-Bolt does meet the required test. This is good news for everyone.

Also enclosed is a printout of Aztec's account status with us. We look forward to immediate payment of the full principal balance outstanding and half of the interest charges for a total due of \$9,572.45.

As you are aware, while the J-Bolts installed meet the requirement, the height of your wall will have to be increased to meet the specifications required for a proper barrier system.

Should you have any questions with regards to the payment of the balance due please call me as soon as possible. If you have questions with regards to additional needs to increase the height of the barrier, please call John Peterman.

Very truly yours,

A handwritten signature in black ink, appearing to read "Brian P. Towne", written over a horizontal line.

Brian P. Towne
Chief Financial Officer

cc: William Connolly
Lincoln D. Realty Corporation